

EXHIBIT 68

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

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CYNTHIA RUSSO, LISA BULLARD,
RICARDO GONZALES, INTERNATIONAL Case No.
BROTHERHOOD OF ELECTRICAL WORKERS 1:17-CV-02246
LOCAL 38 HEALTH AND WELFARE FUND,
INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL 295-295C WELFARE
FUND, and STEAMFITTERS FUND LOCAL
439, on Behalf of Themselves and
All Others Similarly Situated,
Plaintiffs,
vs.
WALGREEN CO.,
Defendant.

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** CONFIDENTIAL **

STENOGRAPHIC AND VIDEO-RECORDED
REMOTE VIRTUAL DEPOSITION OF
JED R. SMITH
Friday, April 28, 2023
10:03 a.m.

Friday, April 28, 2023

10:03 a.m.

T R A N S C R I P T of the stenographic and
video-recorded remote virtual deposition of JED R.
SMITH, pursuant to the Federal Rules of Civil
Procedure, held on Friday, April 28, 2023,
commencing at approximately 10:03 a.m.,
stenographically recorded by Josephine H. Fassett, a
Registered Professional Reporter, Certified Court
Reporter, and Notary Public of the states of New
York and New Jersey.

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would seem to be reasonable. But, again, this information's not in the data and would therefore

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

document like this that says, "This is for TPP X. This is for TPP Y."

Q. All right.

MR. ALEXANDER: I move to strike everything after "reasonable" as nonresponsive.

Q. Mr. Smith, can you turn to page 55 of your report.

Let me know when you're there.

A. I'm at -- you said page 55, correct?

Q. Yes.

A. I'm at page 55.

Q. Paragraph 115. Are you at paragraph 115?

A. Yes, I am.

Q. Thank you.

In the final sentence of paragraph 115 you say with regards to Mr. Gonzalez's Arizona

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2 transactions that they're associated with a
3 fulfillment center and not a retail pharmacy. And
4 as support you cite in Footnote 205 to the
5 Declaration of Henry Thompson dated March 15,
6 2023.

7 Are you aware of any transactional data
8 that indicates that Mr. Gonzalez's Arizona
9 transactions are associated with a fulfillment
10 center?

11 A. Other than just Googling the address,
12 you might be able to determine that, but I'm not
13 aware of anything in the data that specifically
14 says it's a fulfillment center.

15 Q. Did you Google the address to determine
16 whether it's a fulfillment center?

17 A. I did not. I relied on Mr. Thompson's
18 declaration.

19 Q. So prior to seeing Mr. Thompson's
20 declaration dated March 15, did you have any
21 reason to believe that Mr. Gonzalez's Arizona
22 transactions were associated with a fulfillment
23 center?

24 A. Counsel had informed me before at that
25 point that that store was a fulfillment center,

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2 but prior to that information from counsel I would
3 not.

4 Q. When did counsel inform you that that
5 store was a fulfillment center?

6 A. I don't remember the specific date.

7 Q. Approximately when did counsel inform
8 you that that store was a fulfillment center?

9 A. Probably sometime in January or February
10 of this year.

11 Q. Do you recall who, which counsel,
12 informed you that that store was a fulfillment
13 center?

14 A. I don't.

15 Q. Do you recall how counsel informed you
16 that that store was a fulfillment center?

17 A. Via a phone call.

18 Q. Prior to counsels informing you that
19 that store was a fulfillment center at the
20 beginning of this year, did you have any reason to
21 believe that Mr. Gonzalez's Arizona transactions
22 were associated with a fulfillment center?

23 A. No.

24 Q. Do you believe that Walgreens is able to
25 identify which store numbers are associated with

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2 fulfillment centers?

3 MR. LEIB: Objection.

4 Q. You can answer.

5 A. I believe the data dictionary for the

6 [REDACTED]

7 [REDACTED]

8 that data element, but my recollection is it was
9 not produced in this matter.

10 Q. I'm not sure that I understand that
11 testimony. Are you saying that you have seen a
12 data dictionary that applies to Walgreens' data
13 that may not have been produced in this matter?

14 A. No. I -- the data dictionary I believe

15 [REDACTED] [REDACTED]

16 [REDACTED]

17 matter.

18 Q. So you believe that there is a field
19 available in Walgreens' data that may indicate
20 whether a store is a fulfillment center?

21 MR. LEIB: Objection.

22 Q. You can answer.

23 A. I don't know definitively, but that
24 field might contain that type of information.

25 Q. Well, just to back up for a second.

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2 Mr. Thompson put in a declaration that
3 this store is a fulfillment center. Is it
4 unreasonable to assume that Walgreens is capable
5 of identifying the other fulfillment centers and
6 what store numbers are associated with them?

7 MR. LEIB: Objection.

8 Q. You can answer.

9 A. I would expect that they would know what
10 stores are their fulfillment centers.

11 Q. Could you please turn to page 58 of your
12 report. Could you let me know when you're there.

13 A. I'm there.

14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

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[REDACTED]

Are you offering an affirmative opinion in this matter that not all plans use lesser-of logic to price transactions?

A. I am not offering that opinion. I'm relying on Mr. Jacobs and Mr. Hughes for that.

Q. Sitting here today, do you know what Dr. Jacobs' support for that proposition was?

A. I don't remember all of his support. I believe there was at least one contract in this matter that had no reference to lesser-of logic for usual and customary.

Q. If the amount paid by a health plan, plus the amount paid by a consumer, equals the usual and customary price, is that suggestive that the usual and customary price was the basis for determining the amount paid by the health plan?

A. For that transaction, yes, that the usual and customary price was the basis of the price.

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2 provide certain information that necessarily
3 requires individualized review?

4 MR. LEIB: Objection.

5 Q. You can answer.

6 A. I'm not sure I understood the question.
7 Can you ask it again?

8 Q. Is it your understanding that if class
9 members do provide certain information that the
10 damages analysis necessarily requires
11 individualized review?

12 A. I think that would depend on what
13 information is provided and how you would
14 implement it.

15 Q. So it may but you're not sure?

16 MR. LEIB: Objection.

17 A. It seems like it would be a case-by-case
18 basis of what type of information we're talking
19 about.

20 Q. Do you understand that plaintiffs'
21 proposed class definition excludes Walgreens and
22 its management, employees, subsidiaries, and
23 affiliates?

24 A. I recall that piece of class definition,
25 yes.

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2 Q. And just so that you can look at this,
3 I'm on page 2 of your report, at the top, which
4 begins, "Excluded from the Class are (a) Walgreens
5 and its management, employees, subsidiaries, and
6 affiliates."

7 To the best of your knowledge, does any
8 of the data produced in this action identify
9 whether a given individual is a member of
10 Walgreens' management?

11 A. I'm not sure if there's anything that
12 would identify specific management employees
13 unless they had a different health plan than the
14 rest of the employees.

15 Q. And in that circumstance, are you aware
16 of any data produced in this action that would
17 identify whether a given individual is a member of
18 Walgreens' management?

19 A. It's not something I specifically looked
20 into, so I'm not sure.

21 Q. To the best of your knowledge, does any
22 of the data produced in this action identify
23 whether a given individual is a Walgreens
24 employee?

25 A. It is not something I specifically

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2 looked into, but I would expect that Walgreens has
3 a health plan and you would at least be able to
4 identify members of the Walgreens health plan.

5 Q. To the best of your knowledge, does any
6 of the data produced in this action identify
7 whether a given entity is a Walgreens subsidiary?

8 A. Not that I'm aware of.

9 Q. To the best your knowledge, does any of
10 the data produced in this action identify whether
11 a given entity is a Walgreens affiliate?

12 A. Not that I'm aware of.

13 Q. In your opinion, is the identity of
14 Walgreens management, employees, subsidiaries, and
15 affiliates knowable?

16 MR. LEIB: Objection.

17 Q. You can answer.

18 A. I would expect that Walgreens could
19 provide that information.

20 Q. Walgreens can identify its employees,
21 its management, its subsidiaries, and its
22 affiliates, right?

23 A. They may have challenges over certain
24 periods of time, but I would expect that they, to
25 the extent they have records, they could provide

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2 them.

3 Q. And would you give the same answer as to
4 the relevant PBMs, that they could identify their
5 subsidiaries?

6 A. I would expect that PBMs would be able
7 to identify their subsidiaries.

8 Q. Would you expect that the relevant PBMs
9 could identify their affiliates?

10 MR. LEIB: Objection.

11 A. I believe so, but there may be some
12 challenges there with the mergers and acquisitions
13 as well.

14 Q. Sitting here today, do you have any
15 reason to believe that the relevant PBMs are less
16 capable than Walgreens at identifying their
17 subsidiaries or affiliates?

18 A. No.

19 Q. On page 2 let's look at b, "Excluded
20 from the Class are the Court, members of their
21 immediate families, and judicial staff."

22 To the best of your knowledge, does any
23 of the data produced in this action identify
24 whether an individual is a judge, a member of the
25 judge's immediate family, or judicial staff?

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2 MR. LEIB: Objection.

3 A. I don't believe so.

4 Q. In your experience, working on other
5 class actions, have you ever worked on a matter
6 where the court, members of their immediate family
7 or judicial staff were not excluded from a class
8 definition?

9 A. I'm not sure. I remember seeing class
10 definitions that I don't remember having that
11 level of specificity in them.

12 Q. So you don't recall?

13 A. I don't.

14 Q. In your opinion, do members of the court
15 know who they are?

16 A. I would assume so, but I don't know, I
17 have not talked to anyone in the court.

18 MR. ALEXANDER: Can the videographer
19 let us know, how long have we been going
20 since the last break?

21 THE VIDEOGRAPHER: We have been going
22 for 37 minutes.

23 MR. ALEXANDER: Great.

24 Q. Mr. Smith, what does it mean to
25 adjudicate a claim?

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2 A. In a general high-level description
3 would be to run that claim through the different
4 coverage and benefit aspects of a prescription
5 drug plan.

6 Q. What entity adjudicates claims?

7 A. It depends on what type of claim you're
8 talking about.

9 Q. Is it fair to say that PBMs generally
10 adjudicate claims for the purchases of
11 prescription drugs made at retail pharmacies?

12 MR. LEIB: Objection.

13 Q. You can answer.

14 A. I believe that that's generally the
15 case, or, I guess, third-party administrators that
16 they subcontract to.

17 Q. Do you have an understanding as to what
18 information is generally considered as part of the
19 adjudication process?

20 A. Yes.

21 Q. And what information do you believe is
22 generally considered as part of the adjudication
23 process?

24 A. Eligibility. Plan design. Drug
25 formularies. Contract terms. Benefit structure,

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2 among other things.

3 Q. And all of those factors are considered
4 through the process of adjudicating a claim,
5 correct?

6 MR. LEIB: Objection.

7 Q. You can answer.

8 A. Based on my general understanding, yes.

9 Q. Is it fair to say that pharmacies submit
10 the data that is used in the adjudication process?

11 MR. LEIB: Sorry, can you repeat that
12 question, Carey?

13 Q. Is it fair to say that a pharmacy
14 submits data that is used in the adjudication
15 process?

16 MR. LEIB: Objection.

17 Q. You can answer.

18 A. It would be fair to say that data
19 submitted by the pharmacy is relied upon in the
20 adjudication process.

21 Q. And is it fair to say that PBM when
22 adjudicating a claim then returns data to the
23 pharmacy identifying the results of that
24 adjudication process?

25 MR. LEIB: Objection.

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2 Q. You can answer.

3 A. The PBM will generally return certain
4 information to the pharmacy identifying the result
5 of the adjudication process.

6 Q. When you say, "the PBM will generally
7 return certain information," is it your
8 understanding that the PBM will retain information
9 that was not submitted to the pharmacy as a result
10 of the adjudication process?

11 A. I can't speak specifically to what they
12 retain, but I don't believe they provide all of
13 the information that underlies an adjudication
14 back to the pharmacy.

15 Q. So the PBMs may have more information
16 than the pharmacy about the information that
17 underlies an adjudication, correct?

18 A. That would be my expectation is that the
19 pharmacy -- or the PBM has information beyond what
20 the pharmacy has that's used in adjudication.

21 Q. Are you familiar with the NCPDP
22 standards?

23 A. I'm familiar with them, yes.

24 Q. At a high level, what is your
25 understanding of what the NCPDP standards are?

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2 MR. LEIB: I'll instruct the witness,
3 to the extent he's obligated or there are
4 any confidentiality agreements, not to
5 disclose that information, that he
6 shouldn't disclose that information. To
7 the extent he's free to, then of course he
8 should.

9 A. I believe all the instances where I have
10 worked with a PBM we were retained, there's
11 confidentiality clauses in our engagement and that
12 wasn't publicly disclosed, so I don't believe I
13 can name those PBMs.

14 Q. Have you ever seen data from a PBM --
15 strike that.

16 Have you ever seen data fields produced
17 by PBMs that were not produced in connection with
18 this action?

19 A. I believe so, yes.

20 Q. Have you seen data fields produced by
21 PBMs that include information on whether
22 co-insurance as opposed to a co-pay was paid?

23 A. I have seen some PBMs produce fields
24 that had different columns for co-pay and
25 co-insurance, but those fields are not always

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2 matter if there was -- if they have this
3 information available.

4 Q. Just to save time. That would be the
5 same answer that applies to subparagraph one
6 above, you don't have an opinion in this matter
7 about whether the relevant PBMs do or don't have
8 information regarding the periodic deductible
9 amount that would be associated with a given
10 transaction, correct?

11 A. Identified in subparagraph 1.

12 MR. LEIB: What paragraph are you
13 referring to, Carey?

14 MR. ALEXANDER: Subparagraph m, that's
15 one above n that starts on page 44.

16 THE WITNESS: Okay.

17 MR. LEIB: M as in Mary.

18 A. You said one paragraph -- paragraph one
19 above and I was trying to find subparagraph one
20 and I was completely lost, so I apologize, I
21 missed your question.

22 Q. That's okay. It's very difficult to
23 give verbal directions in a text document, so let
24 me, let me ask -- let me ask the question again.

25 Do you have the same opinion -- strike

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2 that.

3 Are you also not offering an opinion
4 with regards to the data identified in
5 subparagraph (m) whether or not the relevant PBMs
6 maintain information regarding a periodic
7 deductible that would be applicable to a given
8 transaction?

9 A. That's correct.

10 Q. Are you familiar with the term generic
11 effective rate?

12 A. Yes, I am.

13 Q. To what does that refer?

14 A. It's generally a -- it depends on --
15 it's between a TPA -- TPP and a PBM or a PBM and a
16 pharmacy. Each could have a generic effective
17 rate, but it generally sets a floor or a ceiling
18 on the amount that is going to be paid for generic
19 drugs.

20 Q. Is it correct that generic effective
21 rate payments are made after claims have already
22 been adjudicated and paid?

23 A. Generic effective rates are
24 reconciliations of previously paid transactions,
25 yes.

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2 A. Can you ask one more time.

3 Q. Is it fair to say, in general, that PBMs
4 make GER payments and TPPs receive them; is that
5 one of the general setups?

6 A. I would agree with you that that's one
7 of the setups. I don't know that I agree with the
8 first way you phrased the question, because there
9 could also be the PBM pharmacy GER payments.

10 Q. Okay. When a PBM makes a GER payment to
11 a TPP, is it correct that the PBM knows the amount
12 of the GER payment that it's making?

13 A. If they're making the payment, then I
14 would think they know the amount they're making.
15 But I remember at least one of the named
16 plaintiffs they were getting allocated GER
17 payments from their, I guess, GPO, or whatever
18 entity that helped them contract with the PBM.

19 Q. And in that situation did the named
20 plaintiff know how much it was receiving as a GER,
21 in your understanding?

22 A. That's my understanding.

23 MR. LEIB: I object to that question.

24 Q. Is it fair to -- do you have any
25 knowledge as to whether or not PBMs maintain

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2 records of GER payments that they make?

3 A. I would expect that they, for at least
4 some period of time, maintain records of GER
5 payments they've made.

6 Q. In your review of the data produced in
7 this action, have you been able to associate any
8 GER payment with an overcharge that plaintiffs
9 have identified?

10 MR. LEIB: Objection.

11 A. So in paragraph 108 on page 50 of my
12 report, I cite to EHPC00240 that shows that IBEW

13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]

17 Q. Well, that wasn't my question. I asked:
18 Have you reviewed any data that allows
19 you to tie the GER payment that you reference here
20 to a specific overcharge?

21 A. I think I just answered that question.

22 Q. And to make sure I understand your
23 answer, you're simply saying the fact of a GER
24 payment in 2018 and the fact of an overcharge that
25 Dr. Hilton identified in 2018 means that somehow

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2 different than the amount of an overcharge?

3 MR. LEIB: Objection.

4 Q. You can answer.

5 A. My general understanding is that it
6 relates to the amount that one party received in
7 excess of what it would have received absent
8 conduct.

9 Q. That the focus is instead on the party
10 that's receiving the benefit, correct?

11 MR. LEIB: Objection.

12 Q. You can answer.

13 A. That's my general understanding.

14 Q. Do most claims adjudication items have
15 any bearing on the amount that Walgreens received
16 in connection with a given claim?

17 A. It impacts the amount that Walgreens
18 could receive through generic effective rate
19 payments from the PBM.

20 Q. So you believe the unjust enrichment
21 amount in a separate GER calculation between
22 Walgreens and the PBM may change as a result; is
23 that correct?

24 A. That's correct.

25 Q. Okay. You created a methodology to

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2 identify PSC prices in this action, right?

3 A. I applied Dr. Hilton's methodology and I
4 adjusted it for the purposes of applying the PSC
5 enrollment fee, but other than that that's the
6 only methodology I applied.

7 Q. You didn't create your own methodology
8 for identifying PSC prices?

9 A. I did not.

10 Q. How did you adjust Dr. Hilton's
11 methodology?

12 A. As discussed in my report, I applied
13 Dr. Hilton's methodology. And then the only
14 variation, when it came to selecting PSC prices in
15 analyzing her analysis, was to calculate an
16 allocation of the PSC enrollment fee per
17 Ms. Nordby's expert report.

18 Q. So you're offering no opinion that
19 relies on your own methodology as to what the PSC
20 price should be in connection with any PSC drug,
21 correct?

22 MR. LEIB: Objection.

23 A. It was for this part of the matter I was
24 not asked to calculate a specific PSC price for
25 any given transaction, so I analyzed Dr. Hilton's

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2 PSC prices and applied the enrollment fee per my
3 scope of work.

4 Q. When you say, "for this part of the
5 matter," what do you mean?

6 A. The class certification discussion.

7 Q. And so it's your understanding that in a
8 later phase of this matter you may develop a
9 separate methodology for identifying PSC prices?

10 A. My understanding that if the matter
11 proceeded past class certification, I may or may
12 not be asked to perform damages calculations or
13 other items that may require a PSC price
14 calculation or analyzing further plaintiffs'
15 experts' PSC price determinations, but I don't
16 know if I will or will not.

17 Q. I'd like you to turn to page 30 of your
18 report.

19 A. I'm there.

20 Q. Table 17. The final column there refers

21 [REDACTED]
22 that?

23 A. I see that.

24 Q. Without developing your own methodology
25 to identify PSC prices, what is the basis for your

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2 opinion that this PSC price is correct?

3 A. Based on my understanding of
4 Dr. Hilton's methodology and what the Connecticut
5 Reconciliation data reflects. So I didn't
6 undertake a universal analysis to identify PSC
7 prices. I'm pointing out here an example of a
8 price she selects that based on how I understood
9 the Connecticut Reconciliation data works, would
10 have been the price item I would have expected her
11 to pick under her methodology.

12 Q. So you have no opinion in this action
13 whether or not any of the PSC prices that you
14 identify in your report are actually PSC prices;
15 is that correct?

16 MR. LEIB: Objection.

17 A. Can you ask that question one more time.

18 Q. You have no opinion in this action
19 whether or not any of the PSC prices that you
20 identify in your report are actually PSC prices,
21 correct?

22 MR. LEIB: Objection.

23 A. My review was to determine whether I
24 would get the same PSC price if I applied the
25 methodology that Dr. Hilton applied, so it's

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2 A. I was not asked to undertake an effort
3 to calculate my own independent determination of
4 PSC prices for this report.

5 Q. So the answer is no, none of the PSC
6 prices that you identify in this report in your
7 opinion are necessarily correct PSC prices?

8 MR. LEIB: Objection.

9 A. My analysis was whether Dr. Hilton
10 implemented her own methodology consistently. I
11 have not put forth an opinion as to what my own
12 independent determination of each PSC price would
13 be, that would require significant more analysis
14 and determination.

15 Q. So to the extent that you identify a PSC
16 price in your report, you have no idea whether
17 that's correct, right?

18 MR. LEIB: Objection.

19 Q. You can answer.

20 A. Again, my analysis was whether it was
21 the correct price under Dr. Hilton's methodology,
22 not whether it's the actual PSC price at the time.

23 Q. To the extent that you failed to
24 replicate Dr. Hilton's methodology accurately,
25 would you then agree that any opinions that you

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2 Q. But you aren't offering any affirmative
3 opinion on your own about whether damages can be
4 determined on a class-wide basis because you
5 haven't come up with a way to identify PSC prices
6 and you agree that's one aspect of analyzing
7 damages, right?

8 MR. LEIB: Objection.

9 A. I'm not understanding how you're
10 connecting those two points.

11 Q. You've already told me that in order to
12 evaluate whether damages can be determined on a
13 class-wide basis, you need to first be able to
14 come up with a methodology for identifying PSC
15 prices. Because you haven't come up with a way to
16 identify PSC prices, you haven't evaluated whether
17 damages can be determined on a class-wide basis.

18 Separate and apart, all you've done is
19 evaluate and respond to Dr. Hilton's report,
20 right? You haven't made any independent
21 evaluation about whether damages can be determined
22 on a class-wide basis.

23 MR. LEIB: Objection.

24 A. I disagree with that. Because I
25 performed analyses and identified the steps that

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would be required to calculate damages on a class-wide -- or calculate damages. And even if you did that using Dr. Hilton's PSC prices, I've shown examples of how you cannot calculate damages without factoring in deductibles, out-of-pocket maximums, generic effective rates and other re-adjudication items.

Q. So because of the steps that you've identified that would be required to calculate damages, separate and apart, you didn't think you needed to determine whether or not you could identify PSC prices on your own, right?

MR. LEIB: Objection.

A. Again, I did not -- I was not asked to and I did not feel like I needed to for the purposes of this report calculate my own set of PSC prices. What I was asked to do was review Dr. Hilton's report and also evaluate whether I could calculate damages on a class-wide basis, and I relied on performing that analysis using the methodology of Dr. Hilton for determining PSC prices. But if asked to in the future, I could perform an analysis that potentially could identify PSC prices, but I would need to know the

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A. My review of Dr. Hilton's report and scripts, I could not determine what she used for the Connecticut Reconciliation data.

When I reviewed her prices where we disconnected on Connecticut Medicaid reconciliation, I looked at all different possibilities, and if the price she selected could tie to one of those, then it was not one of the 72 I identified.

Q. When you couldn't determine what price she used, did you consider that your methodology -- strike that.

When you couldn't determine the price that she used, did you consider that your replication of her methodology was incorrect?

A. When I could not replicate her price from the Connecticut Medicaid Reconciliation data,

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opinion is that you would need to factor in the enrollment fee in determining the PSC price. So if you did not do that, then the PSC price would be misstated.

Q. If the court were to agree with Dr. Nordby that membership fees do need to be accounted for, you're opining in this action that there's a methodological way to account for them, correct?

A. I performed a methodology to account for them, yes.

Q. And the methodology that you created is reliable in your opinion, correct?

A. That's correct.

Q. I'd like you to go to page 14 of your report. Can you let me know when you are there.

A. I'm at page 14.

Q. So Note 79, the final sentence.

[REDACTED]

[REDACTED]

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Q. Let's take a look at the Dymon
declaration. Can you go to Exhibit 536.

A. I'm at 536.

Q. Go to page 31. Let me know when you're
at page 31.

A. Okay.

Q. Four lines from the bottom, paragraph
32, "Walgreens identifies PSC transactions by
identifying transactions where third_party_plan_id
equals WCARD and plan_group_nbr equals 4934WCARD."
Do you see that line?

A. I see that line.

Q. That's not how you identify PSC
transactions, correct?

A. Did not limit, apply a specific filter
in here. My analysis when I limit to sold
records, there were only third-party plan IDs and
Wcard.

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record. The time is 8:18 p.m.

(Whereupon, off the record.)

(Whereupon, resumed.)

THE VIDEOGRAPHER: We're back on the record. The time is 8:24 p.m.

MR. ALEXANDER: Mr. Smith, thank you very much for spending this rainy day with us. I have no further questions.

THE VIDEOGRAPHER: Okay. We are off the record at 8:24 p.m. and this concludes today's testimony given by Jed Smith.

The total number of media used was eight and will be retained by Veritext.

(Whereupon, off the record.)

(Whereupon, stenographic and video-recorded deposition adjourned 8:24 p.m.)

C E R T I F I C A T E

I, JOSEPHINE H. FASSETT, a Registered Professional Reporter, Certified Court Reporter, and Notary Public of the states of New York and New Jersey, do hereby certify that the witness, whose stenographic remote virtual deposition is hereinbefore set forth, was first duly sworn by me on the date indicated, and that the foregoing stenographic remote virtual deposition is a true and accurate record of the testimony given by such witness.

I FURTHER CERTIFY that I am not employed by nor related to any of the parties to this action by blood or marriage, and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have subscribed my hand this 10th day of May 2023.



JOSEPHINE H. FASSETT, RPR, CCR
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